

**RFP-6-52**  
**SECTION ONE**  
**GENERAL INFORMATION AND REQUESTED PRODUCTS/SERVICES**

**1.1 INTRODUCTION**

The Indiana Department of Administration (IDOA), acting on behalf of the Indiana Office of Tourism Development (IOTD), requires an advertising agency and an agency to redesign and implement the current Web site ([www.EnjoyIndiana.in.gov](http://www.EnjoyIndiana.in.gov)) for the IOTD. It is the intent of IDOA to solicit responses to this Request for Proposals (RFP) in accordance with the statement of work, proposal preparation section, and specifications contained in this document.

**1.2 DEFINITIONS AND ABBREVIATIONS**

Following are explanations of terms and abbreviations appearing throughout this RFP. Other special terms may be used in the RFP, but they are more localized and defined where they appear, rather than in the following list.

Acceptance	The designated period following implementation of the advertising agency. During the acceptance period, the IDOA will monitor all performance of the advertising agency.
IAC	The Indiana Administrative Code.
IC	The Indiana Code.
Implementation	The successful implementation of the advertising agency at the Indiana Government Center as specified in the contract resulting from this RFP.
Installation	The delivery and physical setup of products or services requested in this RFP.
Joint Bid	When two or more companies submit a single proposal in order to be considered in the RFP process. IDOA will not consider joint bids.
Products	Tangible goods or manufactured items as specified in this RFP.
Proposal	An offer as defined in IC 5-22-2-17.
Respondent	An offer as defined in IC 5-22-2-18.
Services	Work to be performed as specified in this RFP.
State	The State of Indiana

State agency	As defined in IC 4-13-16.5-1
	A) An authority, board, branch, commission, committee, department, division, or other instrumentality of the executive, including the administrative department of state government.
	B) An entity established by the general assembly as a body corporate and politic.
	C) A state educational institution.
Vendor	Any successful respondent selected as a result of the procurement process to deliver the products and services requested by this RFP.

### 1.3 PURPOSE OF THE RFP

The purpose of this RFP is to select a vendor that can satisfy the State's need for an advertising agency and a redesigned Web site. It is the intent of IOTD to contract with a vendor that provides quality advertising and marketing communications for IOTD. Respondents may respond to one or both components of this RFP. Please see Attachment E for scope of work.

### 1.4 SCOPE OF THE RFP

This document contains the following information that may be useful to anyone wishing to submit a proposal:

Section One -- A description of many factors affecting the proposal process and procedures.

Section Two -- A description of the required format and subject content of any acceptable proposals offered in response to this document.

Section Three -- A general discussion of the method that will be used by an evaluation team in selecting a respondent to recommend to State officials with whom to enter contract negotiations.

Attachments -- Details supporting this basic RFP document.

Attachment A – Minority & Women Owned Business Participation Plan

Attachment B – Sample Contract

Attachment C – Indiana Economic Impact

Attachment D – Form of Proposal

Attachment E – Scope of Work

Attachment F – Background Information on IOTD

Attachment G – Pricing Information

### 1.5 ISSUING OFFICE

In accordance with Indiana statute, including IC 5-22-9, IDOA is issuing this RFP on behalf of IOTD. The content has been prepared by the staff of IOTD and others. This RFP is being posted to the State's website (<http://www.IN.gov/idoa/proc>) for downloading. A nominal fee will be charged for providing hard copies.

## 1.6 DUE DATE FOR PROPOSALS AND QUESTIONS

*NOTE: Indianapolis and most of Indiana remains on Eastern Standard Time year round. When the nation is on Standard time, Indianapolis observes Eastern Standard Time, and is on the same time as New York City. When most of the nation is observing Daylight Savings Time, Indianapolis observes Eastern Standard Time (which is the same as Central Daylight Time) and is on the same time as Chicago.*

All proposals must be received at the address below by the Procurement Division no later than **3 p.m. Eastern Standard Time on March 1, 2006**. Each respondent must submit one original (marked "Original") and eight (8) complete copies of the proposal, including the transmittal letter and other related documentation as required in this RFP. Two complete copies of the proposal must be provided on a 3 ½" diskette and/or on CD-ROM size 700. Each copy of the proposal must follow the format indicated in Section Two of this document. Unnecessarily elaborate brochures or other presentations, beyond those necessary to present a complete and effective proposal, are not desired. All proposals must be addressed to:

Shelley Harris  
Procurement Division  
Indiana Department of Administration  
402 West Washington Street, W468  
Indianapolis, IN 46204

All proposal packages must be clearly marked with the RFP number, due date, and time due. Any proposal received by the Procurement Division after the due date and time will not be considered. Any late proposals will be returned, unopened, to the respondent upon request. All rejected proposals not claimed within 30 days of the proposal due date will be destroyed.

No more than one proposal per respondent may be submitted.

The State accepts no obligations for costs incurred by respondents in anticipation of being awarded a contract.

**All proposals submitted to the State should be double-sided and printed on 30% post-consumer recycled content paper or tree-free paper.**

**Caution to respondents about shipping/mailing:** United States Postal Express and Certified Mail are both delivered to the Government Center Central Mailroom, and not directly to the designated department. It is the responsibility of the respondent to make sure that solicitation responses are received by the Procurement Division on or before the designated time and date. Late submissions will not be accepted. The IDOA Procurement clock is the official time for all solicitation submissions.

## Questions/Inquiries

All questions regarding this RFP must be submitted in writing to the above address no later than **3 p.m. Eastern Standard Time on February 8, 2006**. Inquiries may also be submitted via fax (317-234-1281) or email [rfp@idoa.IN.gov](mailto:rfp@idoa.IN.gov) and must be received by IDOA Procurement by the time and date indicated above. Questions submitted after 3 p.m. may not be considered.

Following the question due date, IDOA personnel will assemble a list of the compiled questions asked by all respondents. The responses will be posted to the IDOA website approximately one week after the question due date listed in the RFP timetable, Section 1.26. The Question and Answer link will not become active until IDOA has provided responses to all questions. IDOA reserves the right to determine, in its sole discretion, whether questions will be addressed in writing and placed on the Procurement page on the State's web site for downloading. Only answers signed by the Director of the Procurement Division or his/her designee, or posted on the State's web site, will be considered official and valid by the State. No negotiations, decisions, or actions shall be initiated by any respondent as a result of any verbal discussion with any State employee.

Inquiries are not to be directed to any staff member of IOTD. Such action may disqualify respondent from further consideration for a contract resulting from this RFP.

### 1.7 PRE-PROPOSAL CONFERENCE

It is the decision of the State that no pre-proposal conference is required for this RFP.

### 1.8 MODIFICATION OR WITHDRAWAL OF OFFERS

Responses to this RFP may be modified or withdrawn in writing with notice sent to IDOA Procurement by mail, fax or e-mail received prior to the exact hour and date specified for receipt of proposals. The respondent's authorized representative may withdraw the proposal in person, providing his or her identity is made known and he or she signs a receipt for the proposal. Proposals may not be withdrawn after the proposal due date and time has passed.

Modification to, or withdrawal of, a proposal received by the Procurement Division after the exact hour and date specified for receipt of proposals will not be considered. If it becomes necessary to revise any part of this RFP, or if additional data is necessary for a clearer interpretation of provisions of this RFP prior to the due date for proposals, an addendum will be posted on the IDOA Procurement Division website. If such addenda issuance is necessary, IDOA reserves the right to extend the due date and time of proposals to accommodate such additional data requirements.

### 1.9 PRICING

IDOA requires that the pricing associated with this RFP be a firm proposal price that must remain open and in effect for a period of not less than 180 days from the proposal due date.

Please submit your rates as outlined in Attachment G.

IOTD and IDOA recognize there are certain industry practices for service providers. However, the Departments encourage respondents, in their responses to the RFP, to be as creative as possible regarding cost to the State, as cost efficiency for the State will be a consideration in determining whether a contract(s) will be awarded based on responses to this RFP.

#### 1.10 DISCUSSION FORMAT/BEST AND FINAL OFFERS

The State reserves the right to conduct discussions, either oral or written, with those respondents determined by the State to be reasonably viable for ultimate award of a contract. If discussions are held, the State may ultimately request best and final offers. IDOA Procurement will schedule all discussions. Any information gathered through oral discussions must be confirmed in writing.

The request for best and final offers may include:

- Notice that discussions are concluded.
- Notice that this is the opportunity to submit written best and final offers.
- Notice of the date and time for submission of the best and final offer.
- Notice that if any modification is submitted, it must be received by the date and time specified, or it will not be considered.
- Notice of any changes in the State's requirements.

The State reserves the right to reject any or all proposals received or to award, without discussions or clarifications, a contract on the basis of initial proposals received. Therefore, each proposal should contain the respondent's best terms from a price and technical standpoint. The State reserves the right to reopen discussions after receipt of best and final offers if it is clearly in the State's best interest to do so and the Director of the Procurement Division or his/her designee makes a written determination of that fact. If discussions are reopened, the State may issue an additional request for best and final offers from all respondents determined by the State to be reasonably susceptible to being selected for award.

Following evaluation of the best and final offers, the State may select for negotiations the offers that are most advantageous to the State, considering cost and the evaluation factors in the RFP.

The State also reserves the right to conduct clarifications to resolve minor issues. If only clarifications are sought, best and final offers may not be requested. The State retains sole authority to determine whether contact with respondents is for clarification or discussion.

#### 1.11 CONTRACT NEGOTIATIONS

After recommendation of a selected respondent by appropriate officials of the State, contract negotiations will commence. The contract will include the applicable State-required clauses, terms and conditions set out in Attachment B of this document. It may also contain additional provisions presented by the respondent that are acceptable to the State and additional terms and conditions to which the parties agree. If at any time contract negotiations are determined to be

ineffective by the Commissioner of IDOA or his/her designee, IDOA will cease all activities with that respondent and begin contract negotiations with the next highest ranked respondent. This process may continue until either the State executes a completed contract or IDOA determines that no acceptable alternative proposal exists.

#### 1.12 REFERENCE SITE VISITS

The State may request a site visit to a respondent's working support center to aid in the evaluation of the respondent's proposal.

#### 1.13 TYPE AND TERM OF CONTRACT

The State intends to sign a contract with one or more respondent(s) to provide the complete set of products and services listed in this RFP. The State will not entertain joint bids.

The term of the contract shall be for a period of 2 years, beginning July 1, 2006 (or from date of final State approval of contract), and ending June 30, 2008 (or 24 months from the start date). There may be two (2) one year renewals for a total of four (4) years at the State's option.

#### 1.14 CONTRACT OBLIGATIONS

Attachment B of this document is the form of the expected contract resulting from this RFP. Although the State anticipates that any respondent submitting a proposal will provide the major portion of the products and services as requested, limited subcontracting by the respondent is acceptable in performing the requirements of this RFP. However, the respondent must obtain the approval of IDOA before subcontracting any portion of the project's requirements.

For purposes of this RFP, at a minimum, list out potential subcontractors needed to address the scope of work.

The respondent is responsible for the performance of any obligations that may result from this RFP, and shall not be relieved by the non-performance of any subcontractor. Any respondent's proposal must identify potential subcontractors and describe the contractual relationship between the respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.

This RFP is subject to the Minority Business and Women's Enterprise Program. The requirements are explained elsewhere in the RFP.

Any subcontracts entered into by the respondent must be in compliance with all State statutes, and will be subject to the provisions thereof. For each portion of the proposed products and services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.

The combined qualifications and experience of the respondent and any or all subcontractors will be considered in the State's evaluation. The respondent must furnish information to the State as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by the State. All subcontracts held by the respondent must be made available upon request for inspection and examination by appropriate State officials, and such relationships must meet with the approval of the State.

IOTD reserves the right to contact additional subcontractors who will be required to work with the awarded agency on behalf of IOTD.

#### 1.15 CONFIDENTIAL INFORMATION

Respondents are advised that materials contained in proposals are subject to the Indiana Public Records Act, IC 5-14-3 *et seq.*, and, after the contract award, the entire RFP file may be viewed and copied by any member of the public, including news agencies and competitors. Respondents claiming a statutory exception to the Indiana Public Records Act must place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" and must indicate in the transmittal letter and on the outside of that envelope that confidential materials are included. The respondent must also specify which statutory exception of the Public Records Act applies. The State reserves the right to make determinations of confidentiality. If the State does not agree that the information designated is confidential under one of the disclosure exceptions to the Indiana Public Records Act, it may either reject the proposal or discuss its interpretation of the allowable exceptions with the respondent. If agreement can be reached, the proposal will be considered. If agreement cannot be reached, the State will remove the proposal from consideration for award and return the proposal to the respondent. The State will not determine prices to be confidential information.

#### 1.16 STATE OF INDIANA OBLIGATIONS

The State accepts no obligations for costs incurred by respondents in anticipation of being awarded a contract.

The State creates no obligation, expressed or implied, by issuing this RFP or by receipt of any responses submitted pursuant hereto. The award of any contract(s) as a result of this RFP shall be at the sole discretion of IOTD and IDOA. Neither this RFP nor any response (proposal) submitted hereto are to be construed as a legal offer.

#### 1.17 CONTRACT COMPONENTS

Any or all portions of this RFP and any or all portions of the respondent's response may be incorporated by reference as part of the final contract. Proprietary or confidential material submitted properly (see Section 1.15) will not be disclosed.

#### 1.18 PROPOSAL LIFE

All proposals made in response to this RFP must remain open and in effect for a period of not less than 180 days after the due date for proposals. Any proposal accepted by the State for the purpose of contract negotiations shall remain valid until superseded by a contract or until rejected by the State.

#### 1.19 TAXES

The State of Indiana is exempt from federal, state, and local taxes. The State will not be responsible for any taxes levied on the respondent as a result of the contract resulting from this RFP.

#### 1.20 SECRETARY OF STATE REGISTRATION

In accordance with IC 5-22-16-4, before an out-of-state respondent can do business with the State, the respondent must be registered with the Indiana Secretary of State. If an out-of-state respondent does not have such registration at present, the respondent should contact:

Secretary of State of Indiana  
Corporation Division  
402 West Washington Street, E018  
Indianapolis, IN 46204  
(317) 232-6576

for the necessary application form. It is each respondent's responsibility to register prior to the initiation of any contract discussions.

#### 1.21 EQUAL OPPORTUNITY COMMITMENT

Pursuant to IC 4-13-16.5 and in accordance with 25 IAC 5-5-3, the Director of the Procurement Division of IDOA has determined that there is a reasonable expectation of minority and woman business enterprise participation a contract awarded under this RFP. Therefore a contract goal of 7 % IDOA-certified minority business enterprise participation and 10 % IDOA-certified woman business enterprise participation has been established and all respondents will be expected to comply with the regulation set forth in 25 IAC 5-5-3.

Compliance with these regulations will be taken in to consideration during the evaluation phase of the RFP process.

#### 1.22 MINORITY & WOMEN'S BUSINESS ENTERPRISE PARTICIPATION PLAN

In accordance with 25 IAC 5-5, the respondent must submit with its proposal a Minority and Women's Business Enterprise participation plan. Failure to provide the minority and women's business participation plan at the time of proposal submission may result in the disqualification and rejection of the proposal. Please note that IDOA reserves the right to verify all information



included on minority and women's business enterprise participation plans before making final determinations of the respondent's responsiveness.

Additionally, the plan must show that there are IDOA certified racial minority owned enterprises and IDOA certified women owned enterprises participating in the contract. The participation can be, but is not limited to, a subcontractor or second tier participation with common suppliers such as office supplies, courier services and/or janitorial services. The respondent submitting an offer must indicate the name of the IDOA certified racial and women owned firms that will participate in the award, a contact name and phone number, the service to be supplied and the specific dollar amount from this contract that will be directed toward each firm.

The respondent is expected to demonstrate a good faith effort to meet the participation goal of 7 % for IDOA certified minority participation and 10% for IDOA certified women owned business participation. A good faith effort consists of documenting the effort that was made to achieve the goal. Respondents are encouraged to contact and work with the Minority Business and Women's Enterprise Division of the Indiana Department of Administration to design a plan to meet established goals. The Minority Business and Women's Enterprise Division's website address is [www.IN.gov/idoa/minority](http://www.IN.gov/idoa/minority) and contains a complete list of all IDOA certified MWBE's.

#### Minority & Women's Business Enterprise Participation Letter of Acknowledgment

A signed letter(s), on company letterhead, from the minority and/or women owned business must accompany the Minority and Women's Enterprise participation plan. This letter(s) shall state and will serve as acknowledgement from the minority and/or women owned business of their level of participation in this solicitation. The State reserves the right to deny participation points if the letter(s) is not attached. The State reserves the right to deny participation points if the letter(s) is attached but is not on company letterhead, is not signed and/or does not reference and match the level of participation for this solicitation.

By submission of the proposal, the respondent acknowledges and agrees to be bound by the regulatory processes involving the State's Minority and Women's Business Enterprise Program. Questions involving the regulations governing the minority and women's business enterprise participation plan should be directed to:

Minority Business and Women's Enterprise Division  
Indiana Department of Administration  
402 W. Washington St., Room W469  
Indianapolis, IN 46204  
(317) 232-3061

#### 1.23 U.S. MANUFACTURED PRODUCTS

Each proposal must contain an explanation of what steps will be used to encourage the use of American-made products. The State does apply a U.S. Manufactured preference as set out in IC 5-22-15-21.

## 1.24 RECYCLED PRODUCTS

Each proposal should contain an explanation of what recycled materials are used and identify the recyclability of products offered in response to this RFP. The State does apply a price preference for recycled products as set forth in IC 5-22-15-16.

## 1.25 AMERICANS WITH DISABILITIES ACT

The respondent specifically agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.* and 47 U.S.C. 225).

## 1.26 SUMMARY OF MILESTONES

The following timeline is only an illustration of the RFP process. The dates associated with each step are not to be considered binding. **Due to the unpredictable nature of the evaluation period, these dates are commonly subject to change.** At the conclusion of the evaluation process, all respondents will be informed of the evaluation team's findings.

<u>ACTIVITY</u>	<u>COMPLETION DATE</u>
Respondent inquiry period ends	February 8, 2006
Final State responses to inquiries	February 15, 2006
Proposal submission date	March 1, 2006
Notice of discussions*	March 15, 2006
Discussions*	March 22, 2006
Request for best and final offers (BAFO)*	April 3, 2006
Receipt of best and final offers*	April 7, 2006
Proposal evaluation completed*	April 17, 2006
Recommendation to IDOA*	April 18, 2006
Notify selected respondent	April 21, 2006
Contract negotiations begin*	April 24, 2006
Contract negotiations end*	May 1, 2006
Negotiated contract readied*	May 3, 2006
Contract signed by respondent*	May 5, 2006
State review begins*	May 8, 2006
State review ends*	June 30, 2006
Receipt of State approval*	July 1, 2006

*\* These dates are subject to the determination of the need for discussions. If discussions are not required, the process could reach a completion date at least four weeks earlier than the listed date for contract signature.*

## 1.27 EVIDENCE OF FINANCIAL RESPONSIBILITY (25 IAC 1.1-1-5)

Evidence of financial responsibility, in the amount of \$200,000 will be required to guarantee the performance of the selected respondent after the contract is signed. The evidence of financial

responsibility, which is due within 10 calendar days after the execution of the contract, must be made payable to “Indiana Department of Administration” and must be in the form of an irrevocable letter of credit, certified check, cashier's check, or a bond acquired from a surety company registered with the Indiana Department of Insurance, or other evidence deemed acceptable by the State. The evidence of financial responsibility must remain in effect for the duration of the contract including any/all renewals. Notwithstanding any other provisions relating to the beginning of the term, the contract shall not become effective until the evidence of financial responsibility required by the contract is delivered in the correct form and amount to IDOA Procurement. The evidence of financial responsibility must be submitted to the following address:

Procurement Division  
Indiana Department of Administration  
402 West Washington Street, W468  
Indianapolis, IN 46204

## SECTION TWO PROPOSAL PREPARATION INSTRUCTIONS

### 2.1 GENERAL

To facilitate the timely evaluation of proposals, a standard format for proposal submission has been developed and is described in this section. All respondents are required to format their proposals in a manner consistent with the guidelines described below:

- Each item must be addressed in the respondent's proposal or the proposal may be rejected.
- The transmittal letter must be in the form of a letter. The business and technical proposals must be organized under the specific section titles as listed below.
- The State may, at its option, allow all respondents a five-calendar-day period to correct errors or omissions to their proposals. Should this necessity arise, the State will contact each respondent affected. Each respondent must submit written corrections to the proposal within five calendar days of notification. The intent of this option is to allow proposals with only minor errors or omissions to be corrected. Major errors or omissions, such as the failure to include prices, will not be considered by the State as a minor error or omission and may result in disqualification of the proposal from further evaluation.

### 2.2 TRANSMITTAL LETTER

The Transmittal Letter must address the following topics except those specifically identified as "optional."

#### 2.2.1 Summary of Ability and Desire to Supply the Required Products and Services

The transmittal letter must briefly summarize the respondent's ability to supply the requested products and services that meet the requirements defined in Section Three of this RFP. The letter must also contain a statement indicating the respondent's willingness to provide the requested products and services subject to the terms and conditions set forth in the RFP including, but not limited to, the State's mandatory contract clauses and submission of a financial responsibility of \$200,000.

#### 2.2.2 Signature of Authorized Representative

A person authorized to commit the respondent to its representations and who can certify that the information offered in the proposal meets all general conditions including the information requested in Section 2.3.4, must sign the transmittal letter. **In the transmittal letter, please indicate the principal contact for the proposal along with an address, telephone and fax number as well as an e-mail address if different than individual authorized for signature.**

### 2.2.3 Respondent Notification

Unless otherwise indicated in the Transmittal Letter, respondents will be notified via e-mail.

It is the respondent's obligation to notify the Procurement Division of any changes in any address that may have occurred since the origination of this solicitation. The Procurement Division will not be held responsible for incorrect vendor/contractor addresses.

### 2.2.4 Other Information

This item is optional. Any other information the respondent may wish to briefly summarize will be acceptable.

## 2.3 BUSINESS PROPOSAL

The Business Proposal must address the following topics except those specifically identified as "optional."

### 2.3.1 General (optional)

This section of the business proposal may be used to introduce or summarize any information the respondent deems relevant or important to the State's successful acquisition of the products and services requested in this RFP.

### 2.3.2 Respondent Company Structure

The legal form of the respondent's business organization, the state in which incorporated (if a corporation include a copy of incorporation certificate), the types of business ventures in which the organization is involved, and a chart of the organization are to be included in this section. If the organization includes more than one product division, the division responsible for the development and marketing of the requested products and services in the United States must be described in more detail than other components of the organization.

### 2.3.3 Company Financial Information

This section must include the respondent's financial statement, such as an income statement or balance sheet, for each of the two most recently completed fiscal years. The financial statements must demonstrate the respondent's financial stability. If the organization includes more than one product division, separate financial statements must be provided for the division responsible for the development and marketing of the requested products and services.

#### 2.3.4 Integrity of Company Structure and Financial Reporting

This section must include a statement indicating that the CEO and/or CFO has taken personal responsibility for the thoroughness and correctness of any/all financial information supplied with this proposal. The particular areas of interest to the State in considering corporate responsibility, which are mandatory, include the following items: separation of audit functions from corporate boards and board members, if any, the manner in which the firm assures board integrity, the separation of audit functions and consulting services. The State will consider the information offered in this section to determine the responsibility of the offeror under IC 5-22-16-1(d).

The Sarbanes Oxley Act of 2002, H.R. 3763, (corporate responsibility for financial reports) is NOT directly applicable to this procurement; however, its goals and objectives were used as a guide in the development of our financial reporting review policy.

#### 2.3.5 Facilities and Resources

The respondent should include information with regard to the organization's resources that it deems advantageous to the successful provision of the requested products and services. This might include management capabilities and experience, technical resources, and operational resources not directly assigned to this project, but available if needed.

#### 2.3.6 Required Contract Clauses

Indiana law requires the inclusion of certain language in all contracts. Also, the nature of the products and services requested in this RFP may present a need for the inclusion of certain commitments in any contract resulting from this RFP. Attachment B of this document contains a sample contract that could be similar to the one resulting from this RFP. Some clauses within the sample contract are mandatory and other clauses are desirable to the State. NOTE: Those clauses that are mandatory are as follows:

- Duties of contractor, rate of pay, and term of contract
- Conflict of Interest
- Drug-free workplace provision and certification
- Funding Cancellation
- Non-collusion and Acceptance
- Non-discrimination clause
- Ethics
- Indemnification
- Telephone Solicitations Act

Respondents should review these clauses in detail because a specific agreement to these clauses is required in the Transmittal Letter. If a respondent wishes to suggest alternative wording for one or more of these mandatory clauses without changing the intent, these suggestions may, at the respondent's option, be documented in this section of the Business Proposal. The respondent's suggested language will be considered by the State during the contract negotiation process. The State's willingness to consider alternative language does not change the requirement that the respondent agree in the Transmittal Letter to the acceptance of the State mandatory clauses as written.

Attachment B also includes a number of desirable clauses that the State seeks to include in any contract resulting from this RFP but which are not mandatory under State law. For each of these desirable clauses, the respondent should either indicate that the desired clause is acceptable as worded; suggest specific alternative wording to address issues raised by the specific clause; or indicate the desired clause is unacceptable and state why. Any additional language required by a respondent that is found to be unacceptable to the State may lead to the rejection of that respondent's proposal.

#### 2.3.7 Pricing

The State requests the pricing associated with this RFP be a firm proposal price that must remain open and in effect for a period of not less than 180 days from the proposal due date as well as any extensions agreed to in the course of contract negotiations.

Please submit your rates as outlined in Attachment G.

#### 2.3.8 References

The respondent must include a list of at least three clients for whom the respondent has provided products and services that are the same or similar to those products and services requested in this RFP. Any state government for whom the respondent has provided these products and services should be included; also to be included should be clients with locations near Indianapolis, as site visits may be arranged. Information provided should include the name, address, and telephone number of the client facility and the name, title, and phone/fax numbers of a person who may be contacted for further information. The more similar the referenced products and services are to those requested in this RFP a greater weight may be attached to the references in the State's evaluation process.

#### 2.3.9 Registration to do Business

Selected out-of-state respondents providing the products and/or services required by this RFP must be registered to do business within the state by the Indiana

Secretary of State. The address contact information for this office may be found in Section 1.20 of this RFP. This process must be concluded prior to contract negotiations with the State. It is the successful respondent's responsibility to complete the required registration with the Secretary of State. The respondent must indicate the status of registration, if applicable, in this section of the proposal.

#### 2.3.10 Authorizing Document

Respondent personnel signing the Transmittal Letter of the proposal must be legally authorized by the organization to commit the organization contractually. This section shall contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement.

#### 2.3.11 Subcontractors

The respondent must list any subcontractor's name, address and state of incorporation that are proposed to be used in providing the required products and services. The subcontractor's responsibilities under the proposal, anticipated dollar amount for subcontract, the subcontractor's form of organization, indication that the subcontractor was registered with the Indiana Secretary of State (see Section 1.14 for forms of businesses required to register), if required, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal. The respondent must indicate which, if any, subcontractors qualify as a Minority or Women Owned Business under IC 4-13-16.5-1. See Section 1.22 and Attachment A for Minority and Women Business information.

#### 2.3.12 Respondent Contract Requirements (Optional)

If the respondent wishes to include any language other than that discussed in the Business Proposal, this language should be included in this section. For each clause included in this section, the respondent should indicate that the clause is required by the respondent in any contract resulting from this RFP and why it is required (if the required clause is unacceptable to the State, the respondent's proposal may be considered unacceptable) or indicate that the clause is desired (but not required) by the respondent in any contract resulting from this RFP.

#### 2.3.13 Evidence of Financial Responsibility

This section will indicate the ability to procure the mandatory evidence of financial responsibility. See Section 1.27 for details regarding this.



Notwithstanding any other provisions relating to the beginning of the term, any contract will not become effective until the evidence of financial responsibility, if required by the contract, is delivered in the correct form and amount to the address indicated in Section 1.27.

## 2.4 TECHNICAL PROPOSAL

The Technical Proposal must be divided into the sections as described below. Every point made in each section must be addressed in the order given. The same outline numbers must be used in the response. RFP language should not be repeated within the response. Where appropriate, supporting documentation may be referenced by a page and paragraph number. However, when this is done, the body of the technical proposal must contain a meaningful summary of the referenced material. The referenced document must be included as an appendix to the technical proposal with referenced sections clearly marked. If there are multiple references or multiple documents, these must be listed and organized for ease of use by the State.

Respondents must demonstrate their capability to administer all details outlined in Attachment E – Scope of Work.

## 2.5 MINORITY & WOMEN'S BUSINESS ENTERPRISES PARTICIPATION PLAN

A properly completed and signed MWBE Participation Plan (Attachment A) must be included as part of the proposal. Respondents must indicate the name of the IDOA-certified racial minority and IDOA-certified woman owned firm(s) with which it will work; the contact name and phone number at the firm(s); the service supplied by the firm(s); and the specific dollar amount from this contract that will be directed toward each firm. If the goals described in section 1.21, above, can not be achieved by directing proceeds from a contract awarded pursuant to this RFP toward IDOA-certified racial minority and IDOA-certified woman owned enterprises, the respondent may demonstrate that an amount, equal to each of the above goals, of the firms overall annual proceeds (from all business) are directed to IDOA certified racial minority and/or woman owned enterprises. Please note: Respondents' claims for participation will be validated prior to contract award.

## 2.6 INDIANA ECONOMIC IMPACT

All companies desiring to do business with state agencies must complete an "Indiana Economic Impact" form (Attachment C). The form asks for, among other information:

- a. The amount of the contract that is being allocated for payroll and benefits to Indiana residents
- b. The amount that is being awarded to Indiana subcontractors and suppliers
- c. The amount that is being subcontracted to Indiana certified minority and women owned businesses

The collection and recognition of the information collected with the Indiana Economic Impact form places a strong emphasis on the economic impact a project will have on Indiana and its

residents regardless of where a business is located. The collection of this information does not restrict any company or firm from doing business with the state.

## 2.7 BUY INDIANA INITIATIVE/INDIANA COMPANY

### **Defining an Indiana Business:**

“Indiana business” refers to any of the following:

- (1) A business whose principal place of business is located in Indiana.
- (2) A business that pays a majority of its payroll (in dollar volume) to residents of Indiana.
- (3) A business that employs Indiana residents as a majority of its employees.
- (4) A business that makes significant capital investments in Indiana.
- (5) A business that has a substantial positive economic impact on Indiana.

Respondents claiming this status must indicate which of the provisions above qualifies them as an Indiana business. They must also fully complete the Indiana Economic Impact Form (Attachment C) and include it with their response.

The following is the policy concerning items 4 & 5 described above:

### **Substantial Capital Investment:**

Any company that can demonstrate a minimum capital investment of \$5 million or more in plant and/or equipment or annual lease payments of \$2.5 million or more shall qualify as an Indiana business under category #4. If an out of state company does not meet one of these criteria, it can submit documentation/justification to the State for review for inclusion under this category.

### **Substantial Indiana Economic Impact:**

Any company that is in the top 500 companies (adjusted) for one of the following categories: number of employees (DWD), unemployment taxes (DWD), sales tax (DOR), payroll withholding taxes (DOR), or Corporate Income Taxes (DOR); it shall qualify as an Indiana business under category #5. If an out of state company does not meet one of these criteria, it can submit documentation/justification to the State for review for inclusion under this category.

## **SECTION THREE PROPOSAL EVALUATION**

### **3.1 PROPOSAL EVALUATION PROCEDURE**

The State of Indiana has selected a group of personnel to act as a proposal evaluation team. Subgroups of this team, consisting of one or more team members, will be responsible for evaluating proposals with regard to compliance with RFP requirements. All evaluation personnel will use the evaluation criteria stated in Section 3.2.

The procedure for evaluating the proposals against the evaluation criteria will be as follows:

- 3.1.1 Each proposal will be evaluated for form on a pass/fail basis. Proposals that are incomplete or otherwise do not conform to proposal submission requirements will normally be eliminated from consideration. Respondents should note that agreement to the State's mandatory contract clauses is required in the Transmittal Letter and will be evaluated for such under the form category.
- 3.1.2 Each proposal will be evaluated on the basis of the categories included in Section 3.2. A point/percentage score will be established for each category.
- 3.1.3 If technical proposals are close to equal, greater weight could be given to price.
- 3.1.4 Based on the results of this evaluation, the qualifying proposal determined to be the most advantageous to the State, taking into account all of the evaluation factors, may be selected by IDOA and IOTD for further action, such as contract negotiations. If, however, IDOA and IOTD decide that no proposal is sufficiently advantageous to the State, the State may take whatever further action is deemed necessary to fulfill its needs. If, for any reason, a proposal is selected and it is not possible to consummate a contract with the respondent, IDOA may begin contract preparation with the next qualified respondent or determine that no such alternate proposal exists.

### **3.2 EVALUATION CRITERIA**

Proposals will be evaluated based upon the proven ability of the respondent to satisfy the requirements of the RFP in a cost-effective manner. Each of the evaluation criteria categories is described below with a brief explanation of the basis for evaluation in that category. The percentage of the total point score associated with each category is indicated following the category name (total maximum points = 100).

- 3.2.1 Adherence to Requirements – Pass/Fail
  - The respondent has a full-service staff of at least 15 people.

- The respondent has local representation necessary for on-call assistance and deadline-sensitive projects.
- The respondent is financially stable and has a sufficient line-of-credit and/or cash flow to pay suppliers and contractors within 30 days (or upon terms of contracts) given the fact the State of Indiana pays for all products and services in arrears.
- The respondent offers a full range of marketing communications services.
- The respondent has extensive print and broadcast advertising experience and has placed a minimum of \$1,000,000 in print and broadcast advertising in each of the last two years.

### 3.2.2 Management Assessment/Quality – 30 points

- Form of Proposal (Attachment D) is worth 5 of the 30 points
- Scope of Work (Attachment E) is worth 25 of the 30 points

### 3.2.3 Price – 25 points

### 3.2.4 Indiana Economic Impact (15 points)

See Section 2.6 for additional information.

(The amount of the project being allocated for gross payroll and related fringe benefits for employees that live in Indiana + the amount allocated for subcontractors and suppliers located in Indiana + the amount allocated for State of Indiana certified minority and/or women owned businesses located in Indiana) divided by (the total amount of the proposal) = percentage of proposal's impact on the Indiana economy.

The percentage impact on the Indiana economy will be multiplied by the points allocated for Indiana Economic Impact (Section 3.2) and the resulting number will be the points awarded for Indiana Economic Impact.

### 3.2.5 Buy Indiana Initiative – 10 points

Respondents qualifying as an Indiana Company as defined in Section 2.7 will receive 10 points in this category.

### 3.2.6 Minority (10 points) & Women's Business (10 points) Participation Plan (20 points)

Points for each element will be awarded by the corresponding participation indicated in the response in relation to the required amount set out in the Request for Proposal.

Points will be calculated and awarded as follows: The percentage of IDOA certified Minority and/or Women's participation will be multiplied against the total amount of the respondent's proposal. This represents the maximum or

numerator. This number will be divided by the amount actually proposed for IDOA certified Minority and/or Women's participation. The resulting percentage will be multiplied against the total points allowed, currently 10 points for each category. The result will be the points scored for that response.

#### Minority & Women's Business Enterprise Participation Letter of Acknowledgment

A signed letter(s), on company letterhead, from the minority and/or women owned business must accompany the Minority and Women's Enterprise participation plan. This letter(s) shall state and will serve as acknowledgement from the minority and/or women owned business of their level of participation in this solicitation. The State reserves the right to deny participation points if the letter(s) is not attached. The State reserves the right to deny participation points if the letter(s) is attached but is not on company letterhead, is not signed and/or does not reference and match the level of participation for this solicitation.

#### PROPOSAL CERTIFICATION

Responses to this RFP serve as a representation that the respondent has properly registered as required by law with the Secretary of State and that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana, and it agrees that it will immediately notify the State of any such actions. The respondent also certifies that neither it nor its principals are presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The respondent agrees that the State may confirm, at any time, that no such liabilities exist, and, if such liabilities are discovered, that State may bar the respondent from contracting with the State, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

All proposals will be reviewed by members of IOTD and IDOA. References may be contacted. It is possible that persons participating in the selection process, through IDOA, will interview finalists. The Commissioner of IDOA or his designee will, in the exercise of his sole discretion, determine which proposals offer the best means of servicing the interests of the State. The exercise of this discretion will be final.